

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of May, 2010 (the "Effective Date") by and between River Oak Section II, LLC, a Virginia limited liability company (hereafter "River Oak"), CC South Housing, LLC, a Virginia limited liability company (hereafter "CCSH"), Robert Young, Jefferson Investment Group, Inc., LLC, a Virginia limited liability company ("Jefferson") and the City of Falls Church, Virginia, a municipal corporation.

WHEREAS, River Oak and Jefferson have heretofore entered into that certain Sales Contract of Sale with an effective date of January 29, 2010 (hereinafter referred to as the "Original Contract") for sale and purchase of certain property located in the City of Falls Church, Virginia, containing approximately 27,151 sq. ft. of land and existing building containing approximately 14,070 gross square feet identified as RPC #52-306-027, also known as 360 South Washington Street, Falls Church, Virginia 22046 said tract of land, together with all improvements and fixtures thereon and all rights, privileges, easements, benefits and agreements appurtenant or related thereto (hereinafter referred to as the "Property");

WHEREAS, on March 31, 2010, River Oak and Jefferson entered into a First Amendment to Original Contract (the "Amendment");

WHEREAS, pursuant to Paragraph (4) of the Amendment, River Oak was willing to consent to certain land swaps and the granting or vacating of certain easements for the benefit of CCSH upon certain terms and conditions;

WHEREAS, the terms and conditions set forth in Paragraph (4) of the Amendment were a material inducement for River Oak to enter into the Amendment; and

WHEREAS, the City Council approved special exception application no. 20090816/ Resolution 2010-11 on March 22, 2010, which approved a special exception for a senior affordable housing and office space project at 350 and off site parking at 360 S. Washington Street;

WHEREAS, Jefferson proposes to build a parking structure and office building on 360 South Washington Street and has submitted a site plan detailing the plans, specifications and layout of the parking structure and office space;

WHEREAS, CCSH, Jefferson, and the City of Falls Church are willing to give assurance to River Oak they will all cooperate in restoring River Oak to its prior legal position in the event that Jefferson does not purchase the property from River Oak.

NOW, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, River Oak and CCSH hereby agree as follows:

1. Agreement Terms. Subject to and consistent with the terms and conditions set forth herein, and subject to River Oak's lender's approval, River Oak consents to the granting of certain land swaps and the granting and/or vacation of certain easements as contemplated on the plats attached to the Site Plan. The parties hereby agree to cooperate in a commercially reasonable manner concerning the preparation and execution of mutually agreeable documents and instruments necessary for the purposes set forth in this paragraph (the "Exchange & Easement Instruments") and consistent with terms and conditions set forth herein, River Oak's execution and delivery of the Exchange & Easement Instruments shall be expressly conditioned upon Jefferson purchasing the Property upon the terms and conditions of the Original Contract as amended by the Amendment. If the purchase of the Property does not close for any reason, the parties agree that (i) any Exchange & Easement Instruments executed and/or delivered by River Oak shall be null and void (ii) that the Site Plan, if approved, shall be null and void, (iii) that River Oak shall have all rights and privileges that it owned or possessed prior to the executing and delivering the Exchange & Easements Instruments and (iv) CCSH shall execute all documents necessary to restore River Oak's rights and privileges as existed prior to the execution and delivery of the Exchange & Easement Agreements or any documents that become necessary to restore River Oak's rights and privileges in the event that Jefferson does not purchase the Property shall be prepared at no expense to River Oak

2. Entire Agreement. This Agreement, including exhibits and schedules attached or to be attached to the Agreement, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings of the parties in connection herewith. No covenant, warranty, representation, condition or undertaking not expressed herein, or in any certificate, instrument, or documents delivered pursuant hereto, shall affect or be effective to interpret, change, or restrict this Agreement. No modification, waiver, discharge, cancellation or other agreement shall affect the terms hereof unless in writing and signed by the parties hereto.

3. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

4. Headings. The article, section, and paragraph headings set forth in this Agreement are for convenience only and shall not be considered as part of this Agreement in any respect nor shall they in any way affect the substance of any provisions contained in this Agreement.



5. Severability. Any provision of this Agreement that is invalid or unenforceable shall be ineffective only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining portions of this Agreement.
6. Governing Law; Choice of Venue. This Agreement is made under and shall be construed in accordance with the laws of the Commonwealth of Virginia. Furthermore, for any suit brought to enforce any provision of this Agreement, whether at law or in equity, venue shall lie in the Circuit Court for Arlington County, Virginia. Upon proper service, each party to this Agreement hereby agrees to subject himself, herself, or itself to the jurisdiction of the applicable court set forth above.
7. Time of the Essence. It is specifically agreed that time is of the essence in this Agreement.
8. Successors & Assigns. This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns.
9. Non-Waiver. Failure of a party to this Agreement to insist upon strict compliance by the other party with terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, conditions and covenants, unless otherwise provided herein.
10. Interpretation. The parties and their respective legal counsel actively participated in the negotiation and drafting of this Agreement, and in the event of any ambiguity or mistake herein, or any dispute among the parties with respect to the provisions hereto no provision of this Agreement shall be construed unfavorably against any of the parties on the ground that he or she, or their counsel was the drafter thereof.
11. Injunctive Relief/Specific Performance. The parties hereby acknowledge that (1) the transactions contemplated by this Agreement are unique in character and (2) in the event that either party hereto otherwise breaches any of their material obligations under this Agreement, monetary damages alone will not be adequate. The non-breaching party shall therefore be entitled, in addition to any other remedies that may be available, including monetary damages, to obtain injunctive relief and/or specific performance.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representative on the Effective Date set forth above:

RIVER OAK SECTION II, LLC

By: \_\_\_\_\_  
Thomas E. Sawner, Manager

CC SOUTH HOUSING, LLC

By: \_\_\_\_\_  
Steven Rogers, Manager

JEFFERSON INVESTMENT GROUP, INC., LLC

By: \_\_\_\_\_  
Robert Young, President

PLANNING COMMISSION FOR THE CITY OF FALLS CHURCH

By: \_\_\_\_\_  
John Lawrence, Chairman